

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION

IN RE:)	CHAPTER 7
)	
SHARON LOUISE MONCADA)	CASE NO. 19-20112-JRS
DEBTOR.)	

)	
SPECIALIZED LOAN SERVICING LLC)	
AS SERVICING AGENT FOR CASCADE)	
FUNDING MORTGAGE TRUST 2017-1)	
MOVANT,)	
)	CONTESTED MATTER
V.)	
)	
SHARON LOUISE MONCADA)	
ALBERT F. NASUTI, TRUSTEE)	
RESPONDENTS.)	

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN THAT a Motion for Relief from the Automatic Stay has been filed in the above-styled case. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. §362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by signature below. *The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the court orders otherwise.*

HEARING will be held **at 1:00 P.M. on February 21, 2019, in Courtroom 103, U.S. Courthouse, 121 Spring Street SE, Gainesville, GA 30501.**

Your rights may be affected by the Court's ruling on these pleadings. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case (if you do not have an attorney, you may wish to consult one). If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response, you must attach a certificate stating when, how and to whom (including addresses) you served the response. Mail/deliver your response so it is received by the Clerk at least two (2) business days before the hearing. The address of the Clerk's office: **Clerk, Room 120, U.S. Courthouse, 121 Spring Street SE, Gainesville, GA 30501.**

You must also mail a copy to the undersigned at the address below. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. §362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by signature below. *The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the Court orders otherwise.*

/s/Chad R. Simon

Chad R. Simon

Georgia Bar No. 646919

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MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW, Specialized Loan Servicing LLC as Servicing Agent for Cascade Funding Mortgage Trust 2017-1 (“Movant”), a secured creditor in the above-captioned case, by and through counsel, and moves this Court to enter an order granting its request for relief from the automatic stay imposed by 11 U.S.C. § 362 and respectfully shows the Court as follows:

1. On January 22, 2019, Debtor filed a petition with the Bankruptcy Court for the Northern District of Georgia under Chapter 7 of Title 11 of the United States Bankruptcy Code.

2. Movant holds a Promissory Note secured by the Security Deed which describes real property owned by Debtor and known as: 6650 Sunbriar Drive Cumming, GA 30040 (“Property”). A copy of the Note and Security Deed, are attached hereto as Composite Exhibit “A” respectively.

3. Debtor executed a Promissory Note secured by a Mortgage or Security Deed. The Promissory Note is either made payable to Movant or has been duly indorsed. Movant, directly

or through an agent, has possession of the Promissory Note. Movant is the original mortgagee or the beneficiary or the assignee of the Security Deed.

4. Upon information and belief, the approximate payoff, exclusive of legal fees and expenses incurred in the connection with the instant motion, due and owing to the Movant as of January 25, 2019 is \$733,712.10.

5. According to the Statement of Intention, Debtor intends to surrender the Property.

6. Based on the Debtor's schedules, the value of the Property is approximately \$650,000.00.

7. Debtor has defaulted in the mortgage payments to be made to Movant and is currently due for the September 1, 2015 payment with the total arrearage amount of \$221,034.37.

8. Cause exists for relief from the automatic stay. Direct post-petition mortgage payments are not being made to the Movant. As such, Movant's interests are not adequately protected.

9. Specialized Loan Servicing LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant or Movant's successor or assignee. Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage/Deed of Trust.

WHEREFORE, Movant prays the Court as follows:

1. Modify the Automatic Stay of 11 U.S.C. § 362(a) to permit Movant to enforce its security interest in the Collateral including but not limited to any non-bankruptcy remedies to foreclose and obtain possession;

2. Modify Rule 4001(a)(3) of the Bankruptcy Code so that it is not applicable in this case and so Movant may immediately enforce and implement this order granting relief from the automatic stay;
3. Movant specifically requests permission to communicate with the Debtor(s) and Debtor(s)' counsel to the extent necessary to comply with applicable non-bankruptcy law; and
4. Grant Movant such other and further relief as the Court deems just and proper.

/s/ Chad R. Simon
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was provided via Regular U.S. Mail and/or Electronic Mail to the parties listed on the attached service list, this 28th day of January, 2019.

SERVICE LIST

Sharon Louise Moncada
6650 Sunbriar Drive
Cumming, GA 30040

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107 Colony Park Drive
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Trustee
Albert F. Nasuti
Thompson, OBrien, Kemp & Nasuti, P.C.
40 Technology Parkway South
Suite 300
Peachtree Corners, GA 30092

U.S. Trustee
Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

/s/Chad R. Simon
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